



**IN THE COURT OF THE ADDL. SENIOR CIVIL JUDGE & J.M.F.C.
AND MEMBER M.A.C.T., AT : MAGADI.**

Present:

Sri. Shivakumar R., B.A.L., LL.B.,
Addl. Senior Civil Judge & JMFC, Magadi.

DATED : THIS THE 24th DAY OF MARCH, 2026
M.V.C. No.76/2015

PETITIONER :- Sri. K. M. Kotresha,
S/o. Late K. M. Hemagiraiah,
Aged about 33 years,
R/at: C/o. Tejamurthy,
Thirumale Main Road,
Near Maramma Temple,
Thirumale, Magadi Town,
Ramanagara District.

(By Sri. S.C.R. Advocate)

V/s

RESPONDENTS :- 1. Sri. Narasimharaju,
S/o. Venkata Narasimhaiah,
Aged about 41 years,
R/at: Adakamaranahalli,
Bachenahatti Post,
Kasaba Hobli,
Magadi Taluk,
Ramanagara District.

2. Royal Sundaram Alliance Insurance,
Company Limited,
Hosur Road,
Bangalore – 560 027.

(R1 by Sri. M.N. Advocate)
(R2 by Sri. K.N. Advocate)



Date of Institution of petition.	:	11-02-2015		
Claim amount	:	Rs.25,00,000/-		
Date of commencement of evidence.	:	03-03-2018		
Date of Judgment.	:	24-03-2026		
Duration.	:	Year	Months	Days
		11	01	13

**Addl. Senior Civil Judge & JMFC and
member MACT,
Magadi.**

J U D G M E N T

The present petition has been filed by the petitioner U/Sec.166 of Motor Vehicles Act, 1989. The petitioner prays for compensation of Rs.25,00,000/- with interest at the rate of 18% per annum.

2. It is the case of the petitioner that, on 14.09.2014 at about 8:45 p.m., the petitioner after finishing his duty, proceeded to reach his house on way by his driving motor cycle Hero Honda Splendor bearing No.KA-11-Q-1301, reached near Kannava Dabha, Magadi-Bangalore Main Road, at that time the driver of the Ape Auto bearing Registration No.KA-42-6390 driven by its driver in a rash and negligent manner, endangerous to



human life, dashed against the Petitioner motor cycle and caused accident, a result of which, the petitioner fell down and sustained grievous injuries i.e., Fracture of Right Femur, Fracture distal end of Right Radius, Right Forearm Degloving Injury, Fracture Base of Right 5th MCB CLW over forehead, IVDP C5-C6 with subluxation Diaphragmatic paresis B\L lower lobe consolidation. Immediately, the Petitioner was shifted to Government Hospital Magadi, he was first aid treatment given and advised to shift the Petitioner to NIMHANS and thereafter shifted to Victoria Hospital, Bangalore and thereafter shifted to Nandana Health Care Services(India) Pvt. Ltd, Manjunathanagar, Bangalore - 560010, where he underwent surgery for ORIF Right Femur, Right Forearm debridement and SSC from Left thigh, K-Wire fixation of Right 5th MCB, Right Radius fixed with external Fixator and K-wire and was an inpatient from 14.09.2014 to 03.10.2014 for a period of 20 days and even now petitioner is having pain and he as been advised to take full bed rest and follow-up treatment. The Petitioner has to undergone two more surgery.

3. The petitioner further submitted that, the Magadi Police have registered a criminal case against the driver of the above-said vehicle in Crime No.227/2014 for the offence punishable under sections- 279, 337



of IPC read with section 187 of IMV Act. In view of the accident and injuries sustained by the petitioner, the petitioner incurred more than Rs.7,50,000/- towards medical expenses. The petitioner is working as Supervisor at Rayol Interiors, Office at No.1, Royal Woods Apartments, Gowrava Nagar, J.P.Nagar, 7th Phase, Bangalore-560078 and he is drawing a salary of Rs.13,000/- per month. Before the accident, the petitioner was hale and healthy and owing to the accident the petitioner is still under treatment and he is not able to move and due to the accident petitioner not able to work as earlier to the accident. Hence, this petition.

4. In pursuance of the notice, the respondent No.1 & 2 have appeared through their respective counsels. After providing sufficient opportunities, the respondent No.1 has not chosen to file his written statement. Hence, written statement of respondent No.1 is taken as not filed.

5. The respondent No.2 in its written statement have denied the petition averments and interalia contended that, Crime Auto KA-42-6390 was not insured with this insurance at the time of accident. This insurance company further submits that it has issued insurance policy



to the crime vehicle for the period from 01.12.2010 to 30.11.2011 only in the name of Narasimharaju under policy No.VPV0058906000100 and there was no contract of insurance between the owner and this insurance company at the time of accident i.e., on 14.09.2014. The date of accident does not fall under the period of insurance issued by this insurance company to the owner/respondent No.1 in the policy mentioned above, as such this insurance company is not a necessary party to the proceedings and further this claim petition against this insurance company is liable to be dismissed on costs.

6. The respondent No.1 further contended that, the police in FIR.No. 227/2014 Magadi Circle, Ramanagara after thorough investigation has filed charge sheet against the Driver of the Crime Auto No.KA-42-6390 Ape U/S. 338 of IPC and Sec.146 & 196 of MV Act for driving the uninsured vehicle in public places and from this it is crystal clear that, the vehicle was not having any insurance policy at the time of accident and therefore no insurance with this company also and this petition is liable to be dismissed and this insurance company has to be deleted from this case proceedings. For all these grounds, the respondent No.2 prays this Hon'ble Court be pleased to dismiss the claim



petition filed by the petitioner.

7. Considering the petition, the written statements and the documents on record following issues were framed;

I S S U E S

1. Whether the petitioner proves that, on 14.09.2014 at about 8:45 p.m., after completing his work he was moving on Hero Honda Splendor bearing Reg.No.KA-11-Q-1301 and near Kanva Dhaba, the Driver of the Ape Auto-rickshaw bearing Reg.No.KA-42-6390 driven the said Auto in the rash and negligent manner and dashed to the Hero Honda Splendor and caused the accident?
2. Whether the petitioner prove that, because of the said accident the petitioner has sustained grievous injuries and spent Rs.7,50,000/- towards medical treatment and he was earning Rs.13,000/- from Royal Interiors Bangalore?
3. Whether the petitioner prove that, he is entitle for the compensation of Rs.25 lakhs with interest at Rs.18% p.a.?
4. Whether the petitioner is entitle for the relief sought for in this suit?
5. What order or award?



8. The petitioner in support of his case got examined himself as PW-1 and got marked Ex.P1 to P16 and closed his side.

9. In order to disprove the case of the petitioner, the respondent No.2 has examined one Sudhakara H., who is the Manager of Royal Sundaram GIC as RW-1 and respondent No.2 has got marked three documents as per Ex.R1 to R3 on its behalf. After providing sufficient opportunities, the respondent No.1 has lead any evidence on his behalf.

10. Heard arguments of petitioner and respondent No.2 sides. After providing sufficient opportunities, the counsel for the respondent No.1 has not addressed his arguments on merits. However, liberty is given to the respondent No.1 counsel to submit written submissions before office, but the counsel for the respondent No.1 failed to do so.

11. My findings for the above issues are as under;

Issue no.1	:	In the affirmative
Issue No.2	:	Partly in the affirmative
Issue No.3	:	Partly in the affirmative
Issue No.4	:	Partly in the affirmative
Issue no.5	:	As per final order

for the following ;

REASONS

12. **Issues No.1**:- Admittedly, the petitioner has filed this petition



against the respondent for compensation in respect of injuries sustained by him in the road traffic accident. I have already narrated in brief what is the case of the petitioner is and what is the defense of the respondent No.2 is. The petitioner in order to prove that, the accident was occurred due to actionable negligence on the part of the driver of the offending vehicle i.e., the Ape Auto bearing Reg.No.KA-42-6390. The petitioner got examined herself as PW-1 and reiterated the petition averments in his evidence that, the driver of the offending vehicle has driven it with a high speed and a rash and negligent manner. So as to endangering to human life and dashed the petitioner, who was the rider of the Motor Cycle Hero Honda Splendor bearing Reg.No.KA-11-Q-1301 and caused the accident.

13. In addition to oral evidence of PW-1, the petitioner has also produced the Ex.P8, Ex.P8 is the certified copy of the FIR in Cr.No.227/2014 of Magadi Police for the offence punishable U/Sec.279, 337 of IPC r/w. Sec.187 of IMV Act. Ex.P9 is the true copy of the Complaint, Ex.P10 is the true copy of the seizure mahazar, Ex.P11 is the true copy of the Charge Sheet, Ex.P13 & 14 are the Wound Certificates. All these documents are public documents, which have got initial presumptive value under the Law. The evidence of PW-1 is fully and



completely corroborated with the documentary evidence i.e., Ex.P8 to P14 produced by the petitioner. In order to disprove the case of the petitioner, the respondent No.1 is the owner of the offending vehicle has appeared through his counsel, but he has not chosen to file the written statement and also not chosen to cross-examine the PW-1. The respondent No.1 has not produced any contrary evidence to disbelieve the version of the PW-1 and documents produced by him.

14. On the other hand, the respondent No.2 totally denied the case of the petitioner. The respondent No.2 insurance company has stated in his written statement that, as on the date of alleged accident that, the insurance policy was not in force and denied the rest of the petitioner case. As such, the defense of the respondent No.1 in so far as the manner in which the accident is said to have happened is barred and uncertain and hence same is not acceptable and believable. Ex.P13 & 14 are the Wound Certificates produced by the petitioner disclosed that, the petitioner has sustained grievous injuries. Under these circumstances, relying upon the oral evidence of PW-1 coupled with the documents produced as per Ex.P8 to P13, this Court/Tribunal is of the opinion that, the driver (respondent No.1) of the offending vehicle Ape Auto bearing



Reg.No.KA-42-6390 has driven the same in a rash and negligent manner so as to endanger to human life and caused the accident. It is to be noted that, the respondent No.1 has not stepped into the witness box to depose his case and also cross-examine by him by the adverse party counsel with regard to the aforesaid accident the petitioner has sustained the grievous injuries. Hence, I answer the **Issue No.1 in the Affirmative.**

15. **Issue No.2 to 4:-** Since these issues are interconnected with each other, taken up together for common discussion to avoid repetition of facts. The petitioner being the victim of the accident, he is entitled for compensation. What is the just and reasonable compensation has to be decided based on the materials placed on record. The PW-1 in his chief-examination he categorically deposed that, he is aged about 33 years and he is working as a Supervisor at Royal Interiors, Office at No.1, Royal Woods Apartments, Gowrava Nagar, J. P. Nagar, 7th Phase, Bangalore – 560078 and getting salary of Rs.13,000/- per month. He is the only earning member of the family and he has to look after his family. After the accident he is unable to do his work and he has to depend upon others even for his normal work and put to lot of



inconvenience, discomfort, disappointment and frustration and he has suffered permanent disability.

16. It is contended that, he has spent more than Rs.7,50,000/- towards the medicines, treatment, nourishing food, traveling expenses. Due to the accident the petitioner has sustained severe fracture injuries, which are grievous in nature. The petitioner has suffered lot of mental shock, pain, agony and suffering, lost his future earning capacity also. The petitioner contended that, those injuries are grievous in nature and he suffered disability, but he has not produced any supportive medical documents except wound certificate, medical prescriptions, medical bills etc. Ex.P13 & 14 are the wound certificates, which disclose that, petitioner sustained fracture to his right femur, fracture distal end of his right radius, right fore arm degloving injury, fracture base of right 5th MCB CLW over his forehead, IVDP C5-C6 with subluxation diaphragmatic paresis B/L lower lobe consolidation and other injuries to his other parts of the body. In order to prove the medical expenses, the petitioner has produced 77 medical bills for a sum of Rs.1,41,947/-. The petitioner has not produced any other documents or bills to show that, he has spent Rs.7,50,000/- towards medical treatment, medicines,



nourishing, food, traveling expenses. Moreover, the petitioner has not examined Doctor to prove the functional disability if any. Under such circumstances, it cannot be said that, the injury sustained by him affected to his earning capacity. By considering the nature of injuries sustained by the petitioner, this Tribunal is of the opinion that, it is just and necessary to award Global compensation. From the discussions made above it is clear that, the petitioner is entitled for **Global Compensation of Rs.2,00,000/-** i.e., Rs.1,41,947/- towards medical expenses, Rs.30,000/- towards pain and sufferings and Rs.20,053/- towards diet food, nourishment, attendant and conveyance charges etc.

LIABILITY

17. In this case it is held that, the accident had taken place entirely due to rash and negligent of the driver of the Ape Auto bearing Reg.No.KA-42-6390. The respondent No.2 being the insurance company, the insurance company has taken a contention in its written statement that, as on the date of accident i.e., 14.09.2014 there was no contract of insurance between the owner of the offending vehicle and this insurance company. In order to substantiate the same, the Manager of the Insurance Company has examined as RW-1. The RW-1 in his chief-



examination he has reiterated the written statement averments. In order to substantiate its case, the respondent No.2 has produced Ex.R1 to R3. Ex.R1 is the Authorization Letter, Ex.R2 and 3 are the Insurance Policy. On perusal of the Ex.R2 & 3, it disclose that, the respondent insurance company has issued insurance policy to the offending vehicle for a period of 01.12.2010 to 30.11.2011 in the name of the respondent No.1 vide policy No.VPV0058906000100. It is very significant to note that, the respondent No.1 has not produced any iota of document to show that, as on the date of alleged accident, the insurance policy of the offending vehicle is in force. In the absence of the same, its hold no water in the eye of Law. On perusal of the evidence available on record, this Tribunal considered view that, as on the date of accident the insurance is not in force to the offending vehicle. Under these facts and circumstances, the respondent No.2 – Insurance Company is not liable to pay any compensation, which his awarded to the petitioner. But, the respondent No.1 is the owner of the offending vehicle is liable to pay compensation to the petitioner as stated supra.

18. So far as interest is concerned, the petitioner has claimed compensation together with interest at the rate of 18% on the



compensation amount. Having regard to the facts and circumstances of the case and other attendant circumstances, I deem it proper to award 6% future interest on the compensation amount from the date of petition till its entire realization. In view of the above detailed discussion, I answer issue No.2, 3 & 4 Partly in the Affirmative.

19. **Issue No.5:** For the aforesaid reasons and discussions, I proceed to pass the following:

ORDER

The petition filed by the petitioner U/S.166 of M.V. Act is hereby partly allowed against the respondents.

The petitioner is entitled for global compensation of Rs.2,00,000/- along with interest at the rate of 6% p.a., from the date of petition till the date of deposit of the award amount.

The Respondent No.1 shall deposit the compensation amount with interest within 60 days from the date of this Judgment.

Out of the total compensation 20% must be deposited in the name of the petitioner in any



nationalized or schedule bank of his choice for a period of 2 years and balance amount shall be released to the petitioner by way of K-2 procedure with proper identification and due acknowledgment.

The Advocate's fee is fixed at Rs.1,000/-.

Draw Award accordingly.

(Dictated to the Typist directly on the computer, typed by her and corrected by me and then pronounced in the open court on this the **24th day of March, 2026.**)

**(Shivakumar R.,)
Addl. Senior Civil Judge & J.M.F.C. and
member M.A.C.T.,
Magadi.**

ANNEXURE

List of witnesses examined on behalf of petitioner:

PW-1	:	Sri. K. M. Kotresha
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List of documents produced on behalf of petitioner:

Ex.P1	:	Salary Certificate of petitioner issued by Royal interiors
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Ex.P2	:	Investigation Report
Ex.P3	:	Report issued by Clumax Diagnostics
Ex.P4	:	5 Bills issued by Nandana Health Care Service India Pvt. Ltd.,
Ex.P5	:	Scanning & ECG Reports
Ex.P6	:	Outpatient Card
Ex.P7	:	77 Medical Bills
Ex.P8	:	C.C. of the FIR in C.R.No.227/2014
Ex.P9	:	C.C. of the Complaint in C.R.No.227/2014
Ex.P10	:	C.C. of the Seizure Mahazar in C.R.No.227/2014
Ex.P11	:	C.C. of the Charge Sheet in C.R.No.227/2014
Ex.P12	:	C.C. of the IMV Report
Ex.P13 & 14	:	C.C. of the Wound Certificates
Ex.P15	:	C.C. of the Discharge Summary
Ex.P16	:	Medical Bill

List of witnesses examined on behalf of respondents:

RW-1	:	Sri. Sudhakara H.,
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List of documents produced on behalf of respondents:

Ex.R1	:	Authorization Letter
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Ex.R2 & 3	:	Certificates of Insurance Policy
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**(Shivakumar R.,)
Addl. Senior Civil Judge & J.M.F.C. and
member M.A.C.T.,
Magadi.**